

**AMENDMENT NO. FOUR TO
PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
NEWPORT BEACH CIVIC CENTER &
PARK DEVELOPMENT PLAN PROJECT
PHASE TWO**

THIS AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Four"), is entered into as of this 25th day of October, 2010, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and BOHLIN CYWINSKI JACKSON, a Pennsylvania Corporation whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("Consultant"), and is made with reference to the following:

RECITALS:

- A. On April 27, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for architectural and consultant services for the second phase of the Newport Beach Civic Center & Park Development Plan Project ("Project").
- B. On July 12, 2010, City and Consultant entered into Amendment No. One to the Agreement, to increase the scope of work and total compensation ("Amendment No. One").
- C. On August 23, 2010, City and Consultant entered into Amendment No. Two to the Agreement, to increase the scope of work and total compensation and to extend the term of the Agreement to December 31, 2011.
- D. On September 28, 2010, City and Consultant entered into Amendment No. Three to the Agreement, to increase the scope of work and total compensation and to update insurance requirements.
- E. City desires to enter into this Amendment No. Four to reflect additional services not included in the Agreement or prior Amendments, and to increase the total compensation.
- F. City and Consultant mutually desire to amend the agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SERVICES TO BE PERFORMED

Section 2 of the Agreement, as amended, shall be supplemented to include the Scope of Services dated September 27, 2010, which is attached hereto as Exhibit 'A' and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

The introductory paragraph to Section 4 of the Agreement, as amended, shall be amended in its entirety and replaced with the following: City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and all prior amendments, including all reimbursable items and subconsultant fees, shall not exceed Five Million, Sixty-Three Thousand, Eight Hundred Eighty-Nine Dollars and no/100 (\$5,063,889.00) without prior written authorization from City ("Total Amended Compensation").

- 2.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Four, including all reimbursable items and subconsultant fees, in an amount not to exceed Forty-Nine Thousand, Six Hundred Twenty Dollars and no/100 (\$49,620.00), without prior written authorization from City.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in Agreement and all prior amendments shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Four on the dates below.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

Date: 10/17/10

By: [Signature]
Leonie Mulvihill
Assistant City Attorney

KSA
10/15

**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 10-25-10

By: [Signature]
Dave Kiff, City Manager

ATTEST:

Date: 10-25-10

By: [Signature]
Leilani I. Brown
City Clerk



**CONSULTANT: BOHLIN CYWINSKI
JACKSON, a Pennsylvania Corporation**

Date: 15 OCT, 2010

By: [Signature]
Gregory R. Mottola
Vice President

Date: 18 OCT 2010

By: [Signature]
William D. Loose
Vice President/Treasurer

Attachment: Exhibit A – Additional Services to be Performed

EXHIBIT A

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

27 September 2010

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519C

Subject: **75% CD cost estimate**
Additional Services Proposal (BCJ Project 08519C **x06**)

Dear Mr. Badum:

As we have discussed on the 8th of September, the City would like Ciaran O'Halloran to provide a 75% CD estimate as a complement to CW Driver's upcoming estimate for the same drawing package. This proposal is being offered in response to that request.

Project Scope

The design team will provide a 75% CD estimate. This estimate will be a complement to a similar estimate being generated by CW Driver. Ciaran O'Halloran will generate a draft. This draft estimate will then be compared, reviewed and reconciled with CW Driver's 75% CD estimate. Please see Ciaran O'Halloran's proposal for additional scope description.

BCJ will manage this process, and coordinate Ciaran O'Halloran's efforts with the design team, CW Driver and the City.

Schedule

There is no proposed change in schedule based on the scope described in this Additional Service.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

Bohlin Cywinski Jackson

08519C x06

27 September 2010

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Project Fee

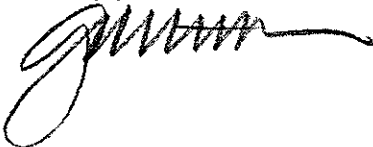
This proposal is for a time-and-material fee, with a not-to-exceed amount of \$49,620 based on the assumptions below:

Services	BCJ			
	04 hours	Principal	\$285.00 per hour	\$1,140
	04 hours	Senior Associate	\$160.00 per hour	\$640
	08 hours	Associate	\$125.00 per hour	\$1,000
	08 hours	Staff I	\$105.00 per hour	\$840
	CPO	23 Sep 10 proposal		\$46,000
Reimbursables	BCJ	To be billed under base project (08519C)		NA
	CPO	To be billed under base project (08519C)		NA
	Total			\$49,620

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:

Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____